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THIS AGREEMENT made and entered into as of this _____ day of _____ 19____, by and between Bay State Gas Company, a Massachusetts corporation with headquarters at 300 Friberg Parkway, Westborough, Massachusetts (hereafter called "Bay State" or "Company"), and _____ (hereafter called "Customer"), pursuant to the following recitals and representations:

WHEREAS, Customer desires Bay State to transport on an interruptible basis such volumes of gas procured by Customer from _____

located at _____
(hereafter called "Customer's Supplier") for use at Customer's facility located at _____ (hereafter called "Point of Delivery"); and

WHEREAS, Bay State, subject to the Company's Terms and Conditions and the conditions, limitations and provisions hereof, is willing to transport and deliver to Customer on an interruptible basis such volumes of third-party gas delivered by _____ located at _____ (hereafter called "Customer's Transporting Pipeline") to Bay State's distribution facilities located at _____

_____ (hereafter called "Point of Receipt").

ARTICLE 1: MAXIMUM DAILY TRANSPORTATION QUANTITY

Bay State shall provide interruptible transportation to Customer from the Point of Receipt to the Point of Delivery during any Gas Day up to a Maximum Daily Transportation Quantity of _____ therms.

ARTICLE 2: RATE

The charge to be assessed under this Agreement shall consist of a monthly "Customer Charge" and a "Volumetric Charge."

The monthly Customer Charge, expressed in dollars shall be Bay State's marginal customer cost incurred to provide interruptible transportation service to Customer. The customer charges shall be as follows:

Annual Throughput Customer Charge

From 0 to 500 MMBtu \$15.45 per month

From 501 to 3,999 MMBtu \$32.78 per month

4,000 MMBtu or more \$146.40 per month

The Volumetric Charge per therm for Interruptible Transportation service shall be at a rate per MMBtu established on a Value of Service ("VOS") basis in accordance with the following formula. While there will be no ceiling on the calculated IT rate, the floor price shall be the Company's marginal variable cost of providing IT service of \$0.032 per MMBtu, plus the Customer Charges set forth above. If the Customer has alternate fuel capabilities, the volumetric IT rate shall be equal to:

$R = CAFC - DCGP$

If the Customer has no alternate fuel capabilities, the IT rate shall be equal to:

$R = MBVE - DCGP$

where:

Untitled

CAFC

=
Customer's Alternate Fuel Costs, expressed in dollars per MMBtu, determined as follows:

R

=
Interruptible Transportation Rate

CAFC = APP + A

where:

A

=
An Adjustment, measured in dollars per MMBtu, may be granted by Bay State in its sole judgment to reflect any discount to the average posted price which is granted to Customer by Customer's energy supplier.

APP

=
Average Posted Price of Customer's alternate fuel expressed in dollars per MMBtu as specified on Exhibit A to this Agreement.

DCGP

=
Delivered City Gate Price of gas supply delivered to the Company's city gate, calculated as the Monthly Index Price of the Company's incremental gas supply as reported in the first publication each month of McGraw Hill, Inc.'s Inside FERC Gas Market Report, plus the variable cost of transportation, including fuel reimbursement, from the zone where the gas supply is first delivered to the Transporting Pipeline to the Company's city gate.

MBVE

=
Market Based Value of Energy supplied to the Customer's facility, expressed in dollars per MMBtu, mutually agreed upon by the Company and Customer.

In addition to the charges provided for above, Customer shall be subject to any applicable charges in accordance with the provision of the Company's Terms and Conditions.

ARTICLE 3: TERM

This Agreement shall become effective on the date hereof and shall continue in full force and effect for an initial term of one (1) year. This Agreement shall further continue thereafter for successive one-year periods ending _____ of each subsequent year, unless terminated by either party with at least thirty (30) days prior written notice from either party to the other.

ARTICLE 4: AGREEMENT IN ITS ENTIRETY

This Agreement and the references herein constitute the entire agreement of the parties for transportation service to the Customer's facilities, and there are no oral or written understandings or agreements between Bay State and Customer relating to the subject matter of this Agreement other than those expressed herein.

Provisions of this Agreement shall be changed, waived, discharged or terminated only

Untitled

by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights and obligations hereunder shall be made unless there first shall have been obtained the written consent of the other party.

ARTICLE 5: PUBLIC REGULATIONS

This Agreement shall be subject to Bay State's Terms and Conditions on file with the Massachusetts Department of Public Utilities to the extent those Terms and Conditions are not inconsistent with the provisions of this Agreement. Upon request, Bay State shall provide the Customer with copies of Bay State's complete filed Terms and Conditions thereafter provide all amendments or supplements to those documents promptly after filing.

ARTICLE 6: GOVERNING LAWS

This Agreement is entered into and shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement by their duly authorized officers:

Bay State Gas Company

By _____

Name: _____

Title: _____

Date: _____

Witness

By _____

Name: _____

Title: _____

Date: _____

Witness

Bay State Gas Company

Appendix A

Customer Name: _____

Customer Address: _____

Customer's Alternate Fuel: _____

Source of monthly average

price to determine MMBtu

price equivalency: _____

Formula: _____